SHOWBIZ PIZZA TIME, INC.

ShowBiz Pizza Place® • Chuck E. Cheese®

4441 West Airport Freeway, Irving, TX 75062

214/258-8507

July 30, 1987

Mr. Charles H. Stern
CHARLES H. STERN AGENCY
9220 Sunset Blvd. #218
Los Angeles, CA 90069

RE: Talking Voice of Boo Boo Production Agreement
Test Marketing Period

Dear Mr. Charles H. Stern:

This letter will confirm the agreement (the "Agreement") between Mr. Don Messick, represented by Charles H. Stern Agency as his authorized agent at 9220 Sunset Blvd. #218, Los Angeles, California 90069, ("Messick"), and ShowBiz Pizza Time, Inc. ("ShowBiz"), 4441 W. Airport Freeway, Irving, Texas 75062, whereby Messick shall produce an audio tape (the "Production") for ShowBiz, utilizing the talking voice of Messick as Boo Boo for a Test Marketing Period.

1. Test Marketing Period: The terms and conditions of the Test Marketing Period shall be as follows:

a. Messick shall perform the speaking voice of Boo Boo ("Messick's Voice Tracks") in three segments, each approximately eight minutes in length, under the direction and supervision of ShowBiz, which shall be recorded at a studio in the Los Angeles metropolitan area.

b. Messick hereby licenses ShowBiz to use and reproduce Messick Voice Tracks as part of the Production only, and then only in conjunction with a robotic, "Animatronic", Boo Boo as entertainment on stages in showrooms of the family restaurants owned by ShowBiz (e.g., ShowBiz Pizza Place) located in Omaha, NE, Colorado Springs, CO and Augusta, GA (the "Test Restaurants") for a Test Marketing Period of twelve (12) consecutive months. The Test Marketing Period shall commence within sixty (60) days following the date of the first recording session involving Messick hereunder. The Test Marketing Period shall be divided into two (2) consecutive periods of six (6) consecutive months each, the first of which shall commence contemporaneously with the commencement of the Test Marketing Period.

CONT.

c. Payment for Messick's services and the license granted hereunder shall be the greater of:

(i) Eight Hundred and Fifty Dollars ($850.00) for each eight minute audio segment recorded by Messick hereunder; or

(ii) Eight Hundred and Fifty Dollars ($850.00) per segment for each consecutive six (6) months or any fraction thereof that ShowBiz actually uses such segment(s) in the Restaurants.

d. Written notification will be made to Messick no later than ninety (90) calendar days prior to expiration of the Test Marketing Period regarding the decision of ShowBiz with respect to the further use of Messick's Voice Tracks by ShowBiz.

2. Miscellaneous: The following shall be applicable during the Test Marketing Period:

a. ShowBiz will be Signatory to the Aftra Non-Broadcast Industrial Material Code.

b. For purposes of use and the payment therefor, the six (6) month use period shall begin no later than sixty (60) calendar days after the date of the first recording session for a particular tape.

c. All payments shall be made within twelve (12) working days after each recording session date.

d. All correspondence, notices and payments to Messick shall be sent to the following address:

Charles H. Stern Agency
9220 Sunset Blvd. #218
Los Angeles, CA 90069

All correspondence and notices to ShowBiz shall be sent to the following address:

ShowBiz Pizza Time, Inc.
4441 W. Airport Frwy.
Irving, TX 75062

e. ShowBiz hereby warrants that it has entered into an agreement with the Taft Merchandising Group, Inc. that authorizes the aforementioned display of Boo Boo, and that the applicable license fee has been paid in advance.

f. Terms for use of Messicks Boo Boo voice tracks in other stores will be seperately negotiated.

If the above fairly sets forth our complete agreement, please sign and return one copy of this letter. The other copy may be retained for your records.

Very truly yours,

SHOWBIZ PIZZA TIME, INC.

By: ____________________

AGREED AND ACCEPTED BY:

____
Don Messick

Date: 8/3/87

____
Charles H. Stern
Authorized Agent for Don Messick

Date: 7-30-87

SHOWBIZ PIZZA TIME, INC.
DON MESSICK CONTRACT

Date of Origin: August 3, 1987
Archived: 12-26-12
Submission by VegaNova / P. Linden
Version 1.0

